

**PRIVACY DISCLOSURE AND WEBSITE USAGE AGREEMENT
FOR THE GREATER CINCINNATI WATER WORKS
ON-LINE BILL PAYMENT SYSTEM**

Disclaimer

Information on this website is believed to be accurate but is not guaranteed. The City of Cincinnati is neither responsible nor liable for any viruses or other contamination of your system nor for any delays, inaccuracies, errors or omissions arising out of your use of this website or with respect to the material contained on the website, including without limitation, any material posted on this website. This website and all materials contained on it are distributed and transmitted "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The City of Cincinnati is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the website and/or the materials contained on the website whether the materials contained on the website are provided by the City of Cincinnati or a third party.

Usage Policy

If you use this site, you are responsible for maintaining the confidentiality of your personal information (including your account number and password, if you have completed the site's registration process) and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You should notify Greater Cincinnati Water Works immediately if you believe there has been unauthorized use of your account or password or any other breach of this site's security.

When registering to use this site, making a payment or contacting Greater Cincinnati Water Works through this site, you agree to provide accurate and complete information about yourself and your payment obligation(s) and, in the case of registration, to keep this information current and complete.

By visiting this Web site, you agree that the laws of the State of Ohio, without regard to its principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the City of Cincinnati or Greater Cincinnati Water Works concerning this web site, your use of this web site, your obligations to The City of Cincinnati or to Greater Cincinnati Waterworks and their obligations to you.

Completion of a payment transaction is contingent upon both the authorization of payment by the applicable credit card company and acceptance of your payment by the Greater Cincinnati Water Works. In the event that your credit card payment is unable to be processed, Greater Cincinnati Water Works will attempt to notify you at least once using the contact information you have provided. In the event your payment is not processed or authorized by your credit card company or Greater Cincinnati Water Works fails to accept your payment, liability shall remain outstanding and unpaid and you will

be subject to penalties, late fees and interest charges assessed by the relevant entity thereon, all of which obligations remain your sole responsibility.

The City of Cincinnati and the Greater Cincinnati Water Works reserve the right to make changes to this Web site (including, without limitation, discontinuing this Web site or the services offered on this site) and these Terms of Use at any time, with or without notice.

Privacy Policy

This Privacy Policy applies to all information collected or submitted on the Greater Cincinnati Water Works website. On some pages, you can pay your water and sewer bill, make requests, and register to receive materials. The types of personal information collected at these pages may include:

- Name
- Address
- E-mail address
- Phone number
- Credit card/Debit card information, account name, account number and expiration date
- Waterworks account number
- Other information as the need arises

We use the information you provide about yourself to access your account and verify your identity when paying your bill. We do not share, sell or provide this information to any outside parties, except to the extent necessary to process your credit card payment. We may use your e-mail address to communicate with you, for example, to notify you of problems with your account or your credit card.

We may be requested by law enforcement agencies or we may receive legal process requiring us to share certain personal information. In such a case, we will provide the requested information. Other than as set forth in this statement, we never use, provide or share personally identifiable information provided to us online in ways unrelated to the purposes for which the information is provided to us.

Because your privacy is important to us, we have installed safeguards to secure the credit card information we collect online. Our e-commerce site uses **VeriSign, Inc.'s Secured Socket Layer (SSL) Certificate (www.verisign.com)** encryption technology supported by Microsoft Internet Explorer, Netscape Navigator/Communicator, Opera and other popular browsers to protect your online transactions. **VeriSign® SSL Certificate** encrypts your information before it travels over the Internet. However, despite the precautions we take, we can not guarantee that information may not be obtained by a third party which is able to use technology or other means to circumvent our safe guards. In such a case, neither the City of Cincinnati nor the Greater Cincinnati Water Works will be liable for the release of such information. The City of Cincinnati and the Greater Cincinnati Water Works will also not be liable for the inadvertent release of such information through some other means.

If you visit or use this Web site, you accept these terms and conditions. Please read them carefully. In order to use the services offered on this Web site, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

Intellectual Property

All content on this Web site, including text, graphics, logos, button icons and images is the property of or licensed by the City of Cincinnati or the Greater Cincinnati Water Works and is protected by United States and international copyright laws. The selection, arrangement, and presentation of all materials on this Web site (including information in the public domain), and the overall design of this Web site is the exclusive property of the Greater Cincinnati Water Works and is protected by United States and international copyright laws.

All City of Cincinnati or Greater Cincinnati Water Works graphics, logos, page headers, button icons, scripts and service names are registered trademarks or trade dress of City of Cincinnati or Greater Cincinnati Water Works. Such trademarks and trade dress may not be used in connection with any product or service that in any manner disparages or discredits City of Cincinnati or Greater Cincinnati Water Works, its products or services, this Web site or any third parties.

License and Site Access

Greater Cincinnati Water Works grants you a non-exclusive limited license to access and make personal use of this site, but not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of City of Cincinnati or Greater Cincinnati Water Works. This license does not include any right to resale or make commercial use of this site or its contents; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of City of Cincinnati or Greater Cincinnati Water Works. You may not interfere with or disrupt the services of City of Cincinnati or Greater Cincinnati Water Works or the servers or networks connected to these services. You may not collect or store personal data about other users of this Web site. Any unauthorized use or attempts to use this Web site in an unauthorized manner terminates the permission or license granted by City of Cincinnati.

Any use of this Web site for unauthorized purposes or violation of the terms of this notice may subject you to criminal penalties and/or civil liability for damages, brought by the City of Cincinnati or the Greater Cincinnati Water Works.